



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3841743
Dated/दिनांक : 31-08-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-09-2023 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-09-2023 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Contracts And Materials
Organisation Name/संगठन का नाम	Damodar Valley Corporation
Office Name/कार्यालय का नाम	Damodar Valley Corporation
Item Category/मद केटेगरी	Custom Bid for Services - Supply of flowers for one year in the chambers of high officials of all department of DVC Tower including Ground floor reception lobby Guest Houses at DVC Sunny Park etc
Contract Period/अनुबंध अवधि	1 Year(s) 1 Day(s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण

Estimated Bid Value/अनुमानित बिड मूल्य	684108
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	13682

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Dy. Manager(Mechanical)

Damodar Valley Corporation, Contracts and Materials, Damodar Valley Corporation, Ministry of Power MSEs MSME / NSIC ARE REQUIRED TO DEPOSIT SECURITY DEPOSIT CUMFORMANCE GUARANTEE in the form as mentioned above. The Bank Guarantee/ BG Extension shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank to the advising banks (Details of advising banks including IFSC Code is given below):

Details of respective advising banks including IFSC Code is given below: For Head Quarter, Kolkata- Bank Name: PUNJAB NATIONAL BANK, Branch Name: Manicktala, Kolkata - 7000054, Account No.: "0082250010682" IFSC Code: PUNB0008220 ('0' Stands for zero).

(Subhamoy Mazumder)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality:[1693296545.pdf](#)

Instruction To Bidder:[1692336128.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1692358686.pdf](#)

Scope of Work:[1692337222.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1692337528.pdf](#)

GEM Availability Report (GAR):[1692337591.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1692337747.pdf](#)

Payment Terms:[1692338868.pdf](#)

Service Level Agreement (SLA):[1692358704.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1692361326.pdf](https://www.dvc.gov.in/links/1692361326.pdf)

Custom Bid For Services - Supply Of Flowers For One Year In The Chambers Of High Officials Of All Department Of DVC Tower Including Ground Floor Reception Lobby Guest Houses At DVC Sunny Park Etc (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Supply of flowers for one year in the chambers of high officials of all department of DVC Tower including Ground floor reception lobby Guest Houses at DVC Sunny Park etc
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Bikash Kali Ghosh	700054,C&M, HQ, Damodar Valley Corporation, DVC Towers, VIP Road, Kolkata-700054	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

खंड (इन खंडों को तकनीकी वाणिज्यिक नियमों और शर्तों के तहत निविदा के दस्तावेज में विस्तृत रूप से जोड़ा गया है)

CLAUSES (THESE CLAUSES ARE APPENDED WITH THE CLAUSES UNDER TECHNO-COMMERCIAL TERMS AND CONDITIONS DETAILED IN THE NIT DOCUMENT)

- 1.0 मूल्य के आधार / PRICE BASIS / दरें / Rates:-** Bidder have to quote the price in GeM Portal including GST considering GST@18% irrespective of prevailing rate. However , If later GST rate changes then it will be paid as extra as applicable i.e. if the rate quoted by the bidder is Rs. A, Then A will be inclusive of GST @18%. And if later GST changes to 28 %, Then The quoted price A will be $(A/1.18)*1.28$.
- 2.0 कर और शुल्क / TAXES AND DUTIES:-**
The contract price shall include all statutory taxes and duties, freight/transportation charges as applicable for execution of the job s under the scope of contract and is EXCLUSIVE of GST.
- 3.0 जीएसटी / GST: GST as admissible as per existing and prevalent GOI laws/norms.**
- 4.0** Before filling the offers, bidders are requested to go through the GeM terms & condition of contract in order to familiarize the DVC's commercial terms & conditions and bid evaluation procedure. Other Terms and conditions which are not specifically mentioned in the Terms and conditions of the NIT shall be guided by DVC's G.C.C as per applicability.
- 5.0 आरए बिल के माध्यम से मासिक भुगतान / Monthly Payment through RA bills (Monthly Rent) will be made by the Sr. Manager (Finance) (WA), Central Accounts, DVC, DVC Towers, 4th floor, VIP Road, Kolkata-700054 through RTGS within a reasonable time, normally not exceeding 15 days from the date of receipt of bill along with necessary related documents on expiry of each calendar month.**
- 6.0 भुगतान शर्तें / Payment Terms :-**
90% of contract price for works/service contract against RA bills. Remaining 10% will be made after completion of the contract.
- 7.0** The successful contractor/bidder shall have to submit the bills

(in triplicate) for the particular month along with necessary valid documents and valid GST certificate/ No. to The Executive Director (finance), DVC, 6th Floor, DVC HQ. Kolkata-54 or his authorised representative in accordance with the requisition(s) placed to them, towards payment action positively.

8.0 ईपीएफ और श्रम कानून (जैसा लागू हो) / EPF AND LABOUR LAWS (as applicable): -

The contractor has to comply with all the provisions of EPF & ESI (as per the notification of Government of India). The Contractor has also to abide by all statutory laws and rules including labour laws applicable during pendency of this order. Latest minimum daily wage (as per the notification of Government of India) and expenditure towards EPF/ESI/Bonus etc.. as per the Govt. of India rules and notifications has to be properly compiled with.

9.0 कार्यो का दायरा / THE SCOPE OF WORKS: -

The scope of work shall be as specified in the SCOPE OF WORK as attached alongwith and WORK DETAILS as mentioned in this NIT in all respects to the satisfaction of the Engineer-in-Charge/Officer-in-charge of the user section.

Work under execution/executed by the contractor will always be subject to DVC's inspection and approval before acceptance and payment. Inspection of work before acceptance and payment will not however, relieve the contractor of their responsibility to execute the work strictly in conformity with the specification and drawing/samples etc.

Time is the essence of this Contract. The work shall be executed strictly as per the time of completion indicated. The period of completion includes the time required for mobilization as well as testing, rectifications, if any, retesting and completion in all respects to the satisfaction of the Engineer-in-Charge.

The work should be carried out as per direction of The D.C.E.(E), Estate Section, DVC, DVC Towers, 8th Floor, Kolkata-54, DVC or his representative Engineer-in-Charge.

10.0 परिसमाप्त क्षति खंड और जोखिम खरीद खंड / LD CLAUSE AND RISK PURCHASE CLAUSE:

a) LD Clause will be as per GeM terms & condition.

b) Risk Purchase Clause:-

(ii) Alternatively, the Purchaser reserves the right to purchase the material from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material by the above procedure.

(iii) Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above

(iv) In the event of recourse to alternative (ii) and (iii) above, the Purchaser will have the right to repurchase the stores, to meet urgency in requirement caused by Vendors failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not

11.0 जुर्माना कटौती खण्ड / Penalty/Deduction Clause:

Notwithstanding anything contained elsewhere in the contract, if during the tenure of the contract, there is any loss of services to DVC, (a) the issue will be jointly examined by DVC and the agency to find out the reasons for such occurrence and (b) if it is found that the reasons for occurrence is wholly or partly attributable to the agency/owner/successful contractor, they shall be required to pay to DVC, a pro rata reduction of charges in condition of fault being on the part of contractor which may arise due his part/actions etc faults and the work/study etc. becomes unfit for use/implementation, to be decided by DVC.

In case of difference in opinion in respect of (a) & (b) above, decision of DVC shall be final & binding to the agency and this shall also be without prejudice to the right of DVC to invoke/take back custody of the contract performance guarantee/security deposit.

12.0 क्रेता / मालिक द्वारा उपलब्ध कराई गई जानकारी / INFORMATION PROVIDED BY THE PURCHASER / OWNER : It will be guided as per relevant clause of the GeM terms & condition of contract.

13.0 दायित्व की सीमाएं / LIMITATIONS OF LIABILITY:

Except in cases of Criminal Negligence or wilful misconduct,

- (I) The Contractor and The Employer shall not be liable to the Other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer

AND

- (II) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement, copy right, workman compensation

14.0 सुरक्षा पहलुओं का अनुपालन किया जाना है / SAFETY ASPECTS TO BE COMPLIED: -

Adequate safety measures must be ensured as per Safety Guide available from the office of the Safety Officer, DVC, Head Quarters as well as per relevant Clause of GeM as well as GCC(DVC)-2016.

15.0 रद्दीकरण/अल्प समापन / CANCELLATION/SHORT CLOSURE: -

As per GeM terms & condition of contract

16.0 भुगतान प्राधिकरण / PAYING AUTHORITY: -

The Deputy General Manager (Finance) (WA), Central Accounts, DVC, DVC Towers, 4th floor, VIP Road, Kolkata-700054.

17.0 रद्द / लघु बंद / Cancellation / Short Closure :- DVC may terminate / cancel / short close the lease before expiry of the said entire period of three years, by serving a prior notice of one month.

18.0 समानांतर अनुबंध / Parallel Contract :- DVC reserves the right to issue a parallel contract for the subject contract, in case vendor fails in executing the work Order / Contract during the contract period.

19.0 पत्राचार / CORRESPONDENCE: - All Correspondences are to be made to The DCE(E), Estt. Secn., DVC, 5th Floor, DVC HQ. Kolkata-54.

20.0 अनुबंध की अवधि / PERIOD OF CONTRACT: -

Shall be as per the scope of work as mentioned in the NIT. The date of commencement of the work shall be certified by the Engineer-in-Charge/Officer-in-charge of the user section subsequently.

The date of commencement of the work shall be communicated to the successful contractor by the Engineer-in-Charge/Officer-in-charge of the user section after the issuance of the work order and the same shall be certified by the Engineer-in-Charge/Officer-in-charge of the user section, as and when required.

21.0 गारंटी / वारंटी अवधि / GUARANTEE/WARRANTY PERIOD: -

The Guarantee/Warranty period will be as per specifications / BOQ / TASK DETAILS / WORK DETAILS and SCOPE OF WORK / Description of Work / **SCC** requirements as mentioned in this NIT.

22.0 सुरक्षा जमा सह प्रदर्शन गारंटी / Security Deposit Cum Performance Guarantee:-

To ensure due performance of the contract, the Supplier/Contractor/ Service Provider receiving the LOA/PO /Work Order is required to furnish the required performance security, if it is part of tender conditions, in the prescribed form by the specified date as mentioned in the Tender.

Ø **Performance security should be for an amount of 10% of the value of the contract.**

In case of a JV, wherever applicable, the performance security shall be provided by all partners in proportion to their participation in the project.

Submission of Performance Security is not necessary for a contract value up to Rupees 1 (one) lakh.

Performance security may be furnished in the following form:-

(A) Insurance Surety Bonds

(B) Account payee demand draft

(C) Fixed deposit receipt from a commercial bank

(D) Bank guarantee (including e- Bank Guarantee) issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding DVC's interest in all respects

The earnest money / EMD, wherever applicable, instead of being released may form part of the security deposit.

Performance Security is to be furnished by 21 days after issuance of LOA for Works Contract or 14 days after issuance of PO/LOA for Goods/Services Contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period, as applicable.

In case the Contractor fails to submit the performance security within 30 days of the date of issuance of LOA/PO/Work Order, DVC without prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security (wherever applicable) and shall short close the Contract and re-tender and in this re-tender such defaulting Bidder will not be allowed to participate.

Performance Security should be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract and after the completion of the Defect Liability Period (DLP) / warranty period, as applicable.

The performance security will be forfeited and credited to DVC's account in the event of a breach of contract by the contractor /Supplier/Service provider.

In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) -an international convention regulating international securities.

Note for Procurement of Works:

MSEs MSME / NSIC ARE REQUIRED TO DEPOSIT SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE in the form as mentioned above.

The Bank Guarantee/ BG Extension shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank to the advising banks (Details of advising banks including IFSC Code is given below):

Details of respective advising banks including IFSC Code is given below:

For Head Quarter, Kolkata-

Bank Name: PUNJAB NATIONAL BANK,

Branch Name: Manicktala, Kolkata - 700054,

Account No.: "0082250010682"

IFSC Code: PUNB0008220 ('0' Stands for zero).

The original SDBG which shall be issued by the bank, has to be send by the issuing bank with a valid covering letter to The C.E.(C & M), DVC, 3th Floor, DVC Towers, VIP Road, Kolkata-7000 54, in an envelope of the concerned bank, which should clearly contain the official and valid e-mail ID and the contact no. of the verifying bank (which shall be later used for official verification/confirmation of the genuineness of the SDBG thus issued).

23.0 बोली की स्वीकार्यता / BID ACCEPTABILITY:

Unsigned offer (offers without signature and seal on the bidding documents, techno-commercial bid sheets and price bid sheets as per DVC format) submitted will not be considered as a valid offer. Also, conditional offer will not be accepted as a valid offer. Further, quotation submitted by the bidder through fax/telegrams/E-mail will not be accepted.

24.0 समझौता / AGREEMENT: -

On receipt of work order, the bidder has to execute a contract agreement, in quadruplicate (as per the DVC's Format already supplied by DVC as attachment with the NIT) on a Non-judicial stamp paper of Rs. 10/- for agreement.

A Contract agreement shall be executed after receipt and verification of the requisite performance security (wherever applicable). The said agreement will be duly signed by the authorised representative of DVC (TIA/ Signing authority as per DFP) and authorised signatory of Supplier/Contractor/ Service Provider/Consultant.

Within 7 days from the date of issue of LOA/PO/Work Order. DVC will send the agreement (wherever applicable) to the Supplier for signature, incorporating all of agreements between the parties for execution.

The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept, signed date and return the agreement within 14 days from the nit date of issue of LOA/PO/Work Order in case of OTE and 28 days in case of GTE. Such acknowledgements may not be required in low value contracts below Rupees n- two and a half Lakh or when the bidders offer has been of accepted in entirety, without any modifications. If both parties simultaneously sign the contract across the table, further acknowledgment from the supplier is not required.

Non- execution of Contract Agreement by the of Supplier/Contractor/Service Provider within 30 days as from the date of issue of LOA/PO/Work Order in case of OTE and 45 days from the date of issue of LOA/PO/Work Order, due to the fault of the Supplier/Contractor/Service Provider, will constitute sufficient ground for forfeiture of its EMD (wherever applicable) and shall short close the Contract and retender and in this retender such defaulting Bidder will not be allowed to participate.

In exceptional cases, where in place of a Bid security. DVC considered "Bid securing declaration" from the bidder, accepting that if they are awarded the contract and they fail to sign the contract, before the deadline defined in the tender documents, they will be suspended for the period of time specified in the tender documents of (maximum up to 2 years) from being eligible to submit Bids/ Proposals for contracts with DVC. The Contract shall be short closed and retendered.

However, the bidders must be ready with the four sets of agreement documents and should submit immediately after the issuance of the order.

25.0 ANNEXURE TO NIT ATTACHED WITH THIS MAIN DOCUMENT: -

Annexure-III contains the following: -

1) DOCUMENTS CHECK-LIST.

2) Instruction for Bidders vis-à-vis Other Terms and Conditions.

3) Additional FORMATS for: -

- i) **FORMAT FOR Letter of Bid.**
- ii) **FORMAT FOR AFFIDAVIT.**
- iii) **POWER OF ATTORNEY: To be uploaded by the Digital Signature Certificate Holder.**
- iv) **FORMAT FOR ANNEXURE - E (DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT).**
- v) **FORMAT FOR NO RELATIONSHIP CERTIFICATE.**
- vi) **FORMAT for Form A.**
- vii) **Format for DECLARATION ON BANNING POLICY.**
- viii) **Format for Declaration regarding Local content included in bid price.**
- ix) **Undertaking on the bidders' Letter-Head confirming to submit BIS/ISI certificates.**
- x) **CERTIFICATE under Bidder's Letterhead regarding Public Procurement Policy.**
- xi) **STATUTORY UNDERTAKING to be given as an AFFIDAVIT TO BE SUBMITTED BY THE BIDDER On non-judicial stamp paper of appropriate value regarding satisfactory performance.**

4) FORMAT for CONTRACT AGREEMENT.

Bidding against this NIT means that every bidder has meticulously understood and has gone through each point thoroughly before bidding.

26.0 कृपया ध्यान दें / PLEASE NOTE: -

It will be presumed that any bidder bidding against this subject tender has understood and read all the clauses, points, terms & conditions as well as all the attachments and all/any addendum / corrigendum / amendment / etc. associated with this NIT and is also fully aware and in complete confirmation of all the rules and regulations of the aforesaid tender and the tendering processes including that of the e-reverse auction (if any).

Bidding against this NIT will mean that the concerned bidder is in complete agreement with all the terms & conditions, clauses, rules and regulations of this NIT document including its attachments and that of the e-reverse auction (if any) and all/any addendum / corrigendum / amendment / etc. associated with this NIT.

Any problem arising out of internet speed, non-availability of internet facility etc.. during bidding or bidding erroneously causing any harm to the bid/rank/price of the participating bidder is the sole responsibility of the participating bidder and DVC will not be accounted for in this regards, whatsoever.

No correspondences, whatsoever shall be made / entertained in any way, in this regard. Hence, it is the bidders' sole responsibility to get themselves aware and ready of the procedures beforehand and please visit the e-tendering website and follow the instructions as given there.

THIS IS TO MENTION THAT IMMEDIATELY AFTER OPENING THE TECHNO COMMERCIAL BIDS. THE PRICE BIDS WILL ALSO BE OPENED ON THE DATE AS NOTIFIED TO THE BIDDER BY DVC.

THE E-REVERSE AUCTION SHALL FOLLOW IMMEDIATELY AFTER OPENING OF THE PRICE BIDS ON THE SAME DAY FOLLOWING THE TERMS AND CONDITION OF CPP PORTAL.

THE BIDDERS SHALL BE READY TO COMPETE IN THE E_REVERSE AUCTION.

27.0 निगम द्वारा दिया गया अनुबंध/आदेश डीवीसी के अनुबंध की सामान्य शर्तों (जीसीसी) द्वारा निर्देशित होगा और इस एनआईटी के तकनीकी-वाणिज्यिक नियमों और शर्तों के अधीन भी होगा। हालांकि, यदि तकनीकी-वाणिज्यिक नियमों और शर्तों में उल्लिखित कोई नियम और शर्त जीसीसी के विपरीत हैं, तो पूर्व प्रबल होगा।

The Contract/order placed by the Corporation will be guided by GeM terms & Conditions of Contract .

28.0 शासकीय कानून / GOVERNING LAW :

अनुबंध भारत में लागू कानूनों के अनुसार शासित और व्याख्यायित किया जाएगा। अनुबंध के तहत उत्पन्न होने वाले सभी मामलों में कोलकाता के न्यायालयों का विशेष अधिकार क्षेत्र होगा।

The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.

29.0 विवादों का निपटारा और मध्यस्थता / SETTLEMENT OF DISPUTES & ARBITRATION :

डीवीसी के जीसीसी (अनुबंध की सामान्य शर्तों) में बताए गए प्रासंगिक खंड के अनुसार लागू होगा।

Will be applicable as per relevant clause as stated in GeM Terms & Condition of Contract

30.0 विषय कार्य के लिए प्राधिकरण / AUTHORITY FOR THE SUBJECT WORK: -

The DCE(E), Estt. Secn., DVC, 5th Floor, DVC HQ. Kolkata-54.

31.0 जोखिम खरीद: RISK PURCHASE:

DVC reserves the right to purchase the tendered items/services from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by DVC in procuring the tendered items.

Alternatively, DVC may cancel the Order / contract completely or partly without prejudice to his right mentioned above.

In the event of recourse to alternatives as mentioned above, DVC will have the right to re-purchase the tendered items to meet urgency in requirement caused by Vendor's failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.

32.0 अप्रत्याशित घटना / FORCE MAJEURE:

Will be applicable as per relevant clause as stated in GeM terms & Condition of Contract

33.0 In case, performance in supplying the materials is found unsatisfactory in respect of quantity and/or quality at any point of time during the period of contract, the contract may be terminated by DVC after giving a notice to the Vendor.

34.0 स्पष्टीकरण / CLARIFICATION :-

Although the details given in the Tender Document have been compiled with reasonable care, the bidders are requested to ensure by the way of clarifications, that the information provided is adequate and clearly understood.

35.0 बोली की तैयारी / PREPARATION OF BID

a. बोली की वैधता / Bid Validity

Bid shall remain valid for the period specified in the NIT. A copy of the NIT is made part of this document fo

r reference.

b. बोली लगाने की लागत / Cost of bidding

All direct and indirect costs associated with the preparation and submission of the bid (including clarification meetings, site visits etc.) shall be to the Bidder's account.

c. बोली हस्ताक्षर करने के अधिकार/ Bid signing authority

The bid and all details submitted by the Bidder subsequently, shall be signed and stamped by a person, legally authorized to enter into an agreement on behalf of the Tenderer/Bidder.

36.0 स्वीकृति / ACCEPTANCE:

औपचारिक दर अनुबंध की डुप्लीकेट प्रति प्राप्त होने पर, सफल विक्रेता को अनुबंध की डुप्लीकेट प्रति और अन्य संलग्न दस्तावेजों को फर्म की मुहर के साथ विधिवत हस्ताक्षरित और अनुबंध जारी करने वाले प्राधिकारी को जारी करने की तारीख/दिनांक से 10 (दस) दिनों के भीतर बिना शर्त स्वीकृति स्वरूप वापस करना होगा।।

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On receipt of duplicate copy of formal Rate Contract, the successful vendor shall have to return the duplicate copy of the Contract and other enclosed documents duly signed with seal of the firm and date as a mark of unconditional acceptance within 10 (ten) days from the date of issuance to the contract issuing authority.

37.0 PLEASE NOTE THAT ANY ALTERATION / ADDENDUM / MODIFICATION / CORRIGENDUM TO THE NIT/NIT DOCUMENTS if anv. shall be published in the website ONLY AND NO-SEPARATE INTIMATION SHALL BE GIVEN TO ANYONE.

So, it is the sole responsibility of the bidders to keep track of the tender from the website for any such publication.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---